

IN THE EXECUTIVE ETHICS COMMISSION  
OF THE STATE OF ILLINOIS

In re: CYNTHIA JOINER

)

OEIG Case # 09-00127

OEIG FINAL REPORT (REDACTED)

Below is a final summary report from an Executive Inspector General. The General Assembly has directed the Executive Ethics Commission ("Commission") to redact information from this report that may reveal the identity of witnesses, complainants or informants and "any other information it believes should not be made public." 5 ILCS 430/20-52(b).

The Commission exercises this responsibility with great caution and with the goal of balancing the sometimes competing interests of increasing transparency and operating with fairness to the accused. In order to balance these interests, the Commission may redact certain information contained in this report. The redactions are made with the understanding that the subject or subjects of the investigation have had no opportunity to rebut the report's factual allegations or legal conclusions before the Commission.

The Commission received a final report from the Governor's Office of Executive Inspector General ("OEIG") and a response from the agency in this matter. The Commission redacted the final report and mailed copies of the redacted version and responses to the Attorney General, the Governor's Executive Inspector General and to Cynthia Joiner at her last known address. The Commission has also received a copy of a September 14, 2011 arbitrator's opinion and award that denies Joiner's grievance and upholds her discharge.

These recipients were given fifteen days to offer suggestions for redaction or provide a response to be made public with the report. Certain information contained in the proposed public response may have been redacted in accordance with the Commission's determination that it should not be made public. The Commission, having reviewed all suggestions received, makes this document available pursuant to 5 ILCS 430/20-52.

FINAL REPORT

**I. INTRODUCTION**

***A) Initial Allegation and Misconduct Discovered During Investigation***

The Office of Executive Inspector General (OEIG) received a complaint on February 2, 2009, alleging fraud. Specifically, the complaint contended that Cynthia Joiner (Joiner), Social Services Program Planner (Planner), Bureau of Quality Management (Bureau), Division of Developmental Disabilities, Illinois Department of Human Services (DHS), fraudulently obtained reimbursement from the State by billing for mileage accrued during work-related travel

in a rental vehicle paid for by the State.<sup>1</sup> In addition, during the investigation the OEIG determined that Joiner falsified official documents.

### ***B) Background Information***

Cynthia Joiner was hired by the State in 1986. Joiner was later promoted to her current position as a Planner in the Bureau's Chicago office in 2005, located at 100 West Randolph Street, Chicago, Illinois. Joiner supervised the Chicago Bureau office between 2006 and May 2008. As a Planner, Joiner was responsible for conducting audits of Community Integrated Living Arrangements (CILAs) to ensure they complied with State rules and regulations. The majority of CILAs are located outside of Chicago. The Chicago Bureau office is responsible for all CILAs north of Springfield and Joiner's job required her to travel to these various sites.

## **II. INVESTIGATION**

### ***A) Vehicle Requests***

During their respective interviews, Joiner and Bureau supervisory staff,<sup>2</sup> all reported that employees traveling in the field had the option of utilizing either personal vehicles or renting vehicles from Enterprise Rent-A-Car (Enterprise), which directly billed the State. If Joiner or another employee opted to rent a car, they were required to complete an "Enterprise Rent-a-Car Vehicle Request Form" (Vehicle Request Form), and a DHS Travel Approval Form. Both forms then had to be submitted to a supervisor in order to obtain approval to rent the car.<sup>3</sup> If the supervisor approved the car rental, he or she would sign the forms and fax them back to Joiner or the employee, who would then send the signed forms via facsimile to the Administrative Vouchering Unit (Unit) in Springfield. This Unit would keep a copy of the forms on file and would also submit the Vehicle Request Form to Enterprise when Joiner or the employee picked up the vehicle.

#### ***i) Vehicle Mileage Reimbursements***

On July 28, 2009, Kelley Shaw (Shaw), State of Illinois Travel Coordinator for the Illinois Department of Central Management Services (CMS) informed OEIG investigators that State employees are not entitled to seek mileage reimbursement when they use rental vehicles paid for by the State. In other words, if a State employee rents a State vehicle at State expense, they cannot also seek reimbursement for the miles driven in the rental car. State employees, however, are entitled to receive mileage reimbursement if they drive their personal vehicle for State-related business.

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<sup>1</sup> The complaint also contained a vague allegation against Joiner of possible time abuse on one particular day. However, because it was subsequently discovered that Joiner did perform her assigned duties on the occasion in question and did not engage in time abuse, this allegation was not investigated further by the OEIG.

<sup>2</sup> These staff members include [three names redacted]. Each of these individuals supervised Joiner at some point during her employment with the Bureau.

<sup>3</sup> During the time Joiner supervised the Chicago Bureau office between 2006 and May 2008, she would have signed Vehicle Request Forms and travel vouchers for her own subordinates.

ii) Documents Reviewed - Travel Vouchers and Vehicle Request Forms

OEIG investigators obtained and reviewed Vehicle Request Forms generated from Joiner's rental car usage for the approximate three year period of 2006 and 2009. In addition, the OEIG obtained copies of all of the travel vouchers submitted by Joiner between approximately July 1, 2006 and March 1, 2009, along with the corresponding Enterprise Rental Agreements.<sup>4</sup> As a result of this review, the OEIG found approximately twenty-five (25) occasions where Joiner submitted a mileage reimbursement request and was paid for mileage, despite the fact that Joiner had utilized a rental vehicle. The total amount of mileage reimbursement Joiner received during this time period was \$5,622.60.<sup>5</sup> The OEIG's calculations and estimates are detailed in a spreadsheet attached to this Final Report and identified as "Appendix A."

**B) Cynthia Joiner Interviews**

i) Reimbursement for Mileage Accrual in Rental Cars

On August 18 and November 20, 2009, and April 5, 2010, the OEIG interviewed Joiner. Joiner told the OEIG that she is allowed to seek reimbursement for mileage when she uses her personal car. Joiner also said she is allowed to seek reimbursement for gasoline expenditures if she utilizes a rental car and produces a gas receipt.

In a later interview, however, Joiner said that her supervisors, [supervisor 1] and [supervisor 2] had different procedures. Joiner said that [supervisor 1] told employees that when they rented a vehicle, they could request reimbursement for either gas or mileage, but not both.<sup>6</sup> According to Joiner, [supervisor 2] informed employees that mileage could only be claimed when an employee used a personal vehicle. Joiner denied that she ever sought reimbursement for mileage when she utilized a rental car. OEIG investigators showed Joiner a copy of a spreadsheet created by an OEIG investigator that identified payments made to Joiner for mileage reimbursements for times in which Joiner rented a vehicle. The investigator also showed Joiner an email exchange between herself and [supervisor 2] regarding a trip in December 2008, in which Joiner made such a mileage reimbursement request.<sup>7</sup> In one of the emails, Joiner initially told [supervisor 2] that her voucher was correct because she was allowed to seek either mileage or gas, and then stated in the emails to [supervisor 2] that she had never requested mileage for

<sup>4</sup> Per 5 ILCS 430/20-20(1), the OEIG has the authority to initiate an investigation into allegations which occurred anytime within the year prior to the receipt of the complaint, or older allegations if they were part of an ongoing series of violations where the latest act occurred within one year. For that reason, the OEIG included travel vouchers from 2006 because they appeared to all be connected as part of Joiner's ongoing improper submissions.

<sup>5</sup> This estimated amount may vary depending on the accuracy of the mileage accrual representations made by Joiner and potential gas reimbursements to which Joiner may have been entitled, discussed in detail in footnote 9, *infra*.

<sup>6</sup> [Supervisor 1] denied this assertion and said that he told all of his employees to submit requests for gas reimbursement when renting vehicles, and for mileage if they used a personal vehicle.

<sup>7</sup> [Supervisor 2] ultimately did not approve that specific travel voucher because of multiple errors and the lack of receipts to substantiate gas purchases. The OEIG discovered that Joiner submitted receipts for this occasion, but DHS refused to accept them because they contained handwriting, as well as crossed-out dates, and were, in some circumstances, barely legible.

rental cars in the past. After reviewing the spreadsheet and email chain, Joiner repeated that she thought she could request reimbursement for either gas or mileage, per [supervisor 1's] instructions.

After OEIG investigators reminded Joiner about her earlier statements that she received training on the proper methods of completing travel vouchers and that mileage reimbursement should be claimed for personal vehicle use, Joiner acknowledged that she should not have requested mileage reimbursement for rental cars. She added that she intended to complete travel vouchers properly in the future.

ii) Supervisory Signatures on Travel Forms

Cynthia Joiner was then asked about supervisory signatures on travel forms because some of the forms contained printed, rather than the signed signatures of her supervisors. Joiner told OEIG investigators that the Vehicle Request Forms the OEIG obtained were rough draft copies of Vehicle Request Forms that she took to Enterprise in those circumstances when she had to obtain a vehicle immediately, but her supervisor was unable to sign the forms. Joiner said the final drafts were kept in Springfield by [employee 1] after they were signed by the supervisors. Joiner acknowledged that this situation probably appeared unusual, but emphasized that she did not forge her supervisors' signatures, and instead merely printed their names. She said that [supervisor 3], directed her to proceed in this manner. As for travel vouchers (as opposed to the Vehicle Request Forms), Joiner denied printing or signing the names of her supervisors and said that only supervisors were allowed to approve them.

C) *Witnesses Interviewed Regarding Supervisory Approval of Travel Forms*<sup>8</sup>

In order to determine if any of Joiner's supervisors had approved her travel vouchers with mileage reimbursement requests when Joiner utilized a rental vehicle, OEIG investigators interviewed current and former employees of the Bureau, including the following individuals:

- [Supervisor 3]
- [Supervisor 1]
- [Supervisor 2]
- [Employee 1]
- [Employee 2]

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<sup>8</sup> In light of the fact that Joiner ultimately admitted wrongdoing in requesting reimbursement for mileage accrued in a rental car, the OEIG opted not to detail her supervisors' statements about this issue in this Final Report. However, to the extent the supervisors' statements to the OEIG differ from Joiner about their approval of travel forms, they are set forth herein.

i) [Supervisor 3] Interview

On October 6, 2009, the OEIG interviewed [supervisor 3]. [Supervisor 3] confirmed his signature on some of the travel vouchers and Vehicle Request Forms shown by the OEIG, but denied signing Joiner's April 1-4, 2008 travel voucher. This travel voucher contained Joiner's signature on the "Division Head" signature line, with [supervisor 3's] name printed directly below and identified as "Supervisor." [Supervisor 3] also said that he did not approve the May 27-30, June 3, or June 16-21, 2008 Vehicle Request Forms, each of which contained his purported signature. [Supervisor 3] also said that he did not give Joiner permission to sign his name on travel vouchers or Vehicle Request Forms.

ii) [Supervisor 1] Interview

On October 9, 2009, the OEIG interviewed [supervisor 1]. After the OEIG showed [supervisor 1] copies of travel vouchers and Vehicle Request Forms displaying his name, [supervisor 1] confirmed that he signed various documents submitted by Joiner. [Supervisor 1], however, said that the September 10-28, 2007 travel voucher did not reflect his signature. [Supervisor 1] said that he did not give Joiner permission to sign his name on that document.

iii) [Supervisor 2] Interview

On February 20, March 23, and November 5, 2009, the OEIG interviewed [supervisor 2]. [Supervisor 2] told the OEIG that she authorized [employee 3] to sign Vehicle Request Forms on her behalf for the Chicago Bureau office. [Supervisor 2], however, also said that she personally reviews and approves all travel vouchers submitted by Bureau employees.

iv) [Employee 1] Interview

On December 10, 2009, the OEIG interviewed [employee 1], who stated that there was only one version of the Vehicle Request Form and that there was no distinction between a "rough draft" and "final draft." [Employee 1] said that employees requesting use of a rental vehicle were required to complete every section on the Vehicle Request Form, except the supervisor authorization section, before submitting it for approval. [Employee 1] said that only supervisors or their designees had signatory authority and were permitted to sign on that line. [Employee 1] explained that if an employee in Chicago needed a vehicle on short notice, [employee 1] sent that employee's approved Vehicle Request Form, via facsimile, directly to the Enterprise location where the employee was scheduled to pick-up the vehicle.

### III. ANALYSIS

#### A) *Improper Billing for Mileage Reimbursement*

DHS employees are reimbursed for necessary travel expenses in accordance with the rules established by the Governor's Travel Control Board. In addition, page two of the State of Illinois "Travel Guide for State Employees" (Travel Guide) states that the Travel Regulation

Council “has the authority to oversee travel by all employees of the State of Illinois.” In reference to the Travel Regulation Council Rules, the Travel Guide asserts that “the rules are to be followed by all State employees.” Accordingly, the Travel Regulation Council Rules state that “reimbursement for use of a *private* vehicle shall be on a mileage basis...” (Emphasis added). Ill. Admin. Code tit. 80, § 3000.300(f)(2). DHS Administrative Directive 01.02.03.040 and the DHS Employee Handbook, Section V on “Employee Personal Conduct,” also state that “[a]n employee shall not participate in or condone fraud, dishonesty, or misrepresentation in the performance of duties.”

Every individual questioned in this case, other than Joiner, said that employees could only be reimbursed for mileage if they drove personal vehicles to conduct State work. While the rule cited above does not explicitly comment on rental vehicles, it is reasonable to infer that the rule, by extension, establishes the terms under which employees may seek reimbursement on a mileage basis – only when driving a personal vehicle.

In this case, Joiner repeatedly rented vehicles to conduct State business, but requested repayment for mileage from the State. When using a rental car, Joiner was only entitled to reimbursement for money she spent on gas, not for miles driven while using a rental vehicle. Although Joiner claims that [supervisor 1] instructed her to either seek mileage reimbursement or gas expenditures, [supervisor 1] denies making this statement and in any event, Joiner had access to the State travel rules and is strictly liable for their contents. In at least one of her interviews with the OEIG, Joiner said that she understood the distinction between seeking gas reimbursement as opposed to mileage reimbursement and confirmed that she had received training on State rules regarding travel reimbursement. Moreover, Joiner eventually admitted that she should not have requested mileage reimbursement in this manner. Joiner repeatedly sought and received repayment for travel costs for which she was not entitled. For these reasons, the allegation that Joiner fraudulently billed the State for mileage accrued in rental vehicles which were paid for by the State is **FOUNDED**.

#### ***B) Falsification of Documents***

The DHS policies cited above on employee conduct also apply in this section’s discussion. Moreover, DHS explicitly identifies falsifying official documents or records as a type of employee misconduct. DHS Administrative Directive 01.02.03.040 and the DHS Employee Handbook, Section V on “Employee Personal Conduct.”

Per Bureau protocol, employees must obtain approval from their supervisors prior to renting a vehicle to perform job duties. Joiner ultimately admitted that she printed her supervisors’ names on several Vehicle Request Forms. Her justification – namely that she only did this on rough draft copies on days when she could not obtain advance supervisory approval – lacks merit and, moreover, is refuted by [employee 1]. By signing forms on behalf of a supervisor, Joiner was able to obtain vehicles at Enterprise without the proper authorization. On the occasions when Joiner signed a supervisor’s name, there is no evidence that the supervisor was ever informed that Joiner rented a vehicle and thus had no reason to question the accuracy of her travel vouchers.

In addition, the September 10-28, 2007, and April 1-4, 2008 travel vouchers contain questionable signatures. Unlike her admission regarding the Vehicle Request Forms, Joiner denied that she affixed the signatures which appeared on these travel vouchers. [Supervisor 1] denied signing his name on the September voucher, which shows [supervisor 1's] printed name, in a style which appears to be remarkably similar to Joiner's. Similarly, Joiner signed the April 2008 voucher in her own authority, which she told the OEIG was specifically disallowed, and [supervisor 3's] name appears printed below her own, again in handwriting similar to Joiner's. [Supervisor 3] denied giving Joiner permission to approve travel vouchers or Vehicle Request Forms in his name. As with the Vehicle Request Forms, the inclusion of [supervisor 3's] name on the April 2008 voucher implied that [supervisor 3] authorized the request, which does not appear to be the case.

Ultimately, the OEIG concludes that Joiner improperly wrote or signed her supervisors' names on various Vehicle Request Forms and travel vouchers as if she had signatory authority to do so. Both [supervisor 1] and [supervisor 3] denied giving Joiner, or any other individual, permission to affix their names to documents which required their signature. Joiner's forgery induced others to act even though Joiner did not have approval. Consequently, there is adequate evidence to determine that Joiner falsified official DHS documents and misrepresented the status of her requests in a dishonest manner in violation of DHS policy.

#### IV. CONCLUSIONS

As a result of its investigation, the OEIG issues these findings:

- **FOUNDED** – In violation of State travel regulations and DHS policy, Cynthia Joiner improperly billed the State and obtained payments for mileage accrued in rental vehicles which were paid for by the State.
- **FOUNDED** – In violation of DHS policy, Cynthia Joiner falsified official DHS documents regarding her travel requests by misrepresenting the status of supervisory approval.

Based upon the evidence, the OEIG recommends that Cynthia Joiner be discharged. In addition, DHS should seek reimbursement from Joiner of the mileage payments she improperly received, calculated by the OEIG to the approximate amount of \$5,622.60.<sup>9</sup>

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<sup>9</sup> See Appendix A. The \$5,622.60 is the full amount Joiner received as payment for mileage accrued in a State-paid rental vehicle. Although the OEIG found that Joiner was not entitled to obtain mileage reimbursement, Joiner was entitled to reimbursement for gas payments she may have made. Even though Joiner did not submit receipts reflecting gas payments, OEIG investigators tried to approximate the gas expenditures required for the trips at issue. As noted in Appendix A, the OEIG generally estimated this amount to be approximately \$1,805.36. The OEIG suggests that DHS consider whether to deduct any allowance that Joiner may have been eligible to receive in repayment for gas expenditures before it seeks reimbursement from Joiner for the improper rental car mileage reimbursements she received. In addition, the OEIG noticed that Enterprise's mileage estimations frequently differed from those Joiner recorded on her travel vouchers, sometimes significantly. However, the OEIG was unable to determine if Joiner misrepresented her mileage, based solely on a review of Enterprise's records.

Furthermore, the OEIG recommends that DHS strengthen travel protocols in order to guard against improper payments for mileage accrued in a rental car.

Additionally, the OEIG refers this case to the Office of the Attorney General to evaluate Joiner's conduct in regards to official misconduct, forgery, and theft.

No further investigative action is needed and this case is considered closed.

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Nevertheless, the OEIG notes that Joiner requested reimbursement for a significant number of miles on many occasions. Finally, the OEIG suggests that DHS review Joiner's vouchers to verify whether she used accurate figures when she calculated the distance between locations, or if she somehow inflated her mileage representations to seek excessive reimbursement.

APPENDIX A - Ineligible Mileage Reimbursements to Cynthia Joiner

Rental Dates (from Voucher)	Auto Mileage Reimbursement (from Voucher)	Mileage Recorded on Travel Vouchers	Vehicle Type (from Enterprise Rental Agreement)	Avg. Miles Per Gallon (Found on the Internet)	*Estimated Gas Reimbursement (Using Miles Noted on Vouchers)	Enterprise Mileage (From Enterprise Rental Agreements)	*Estimated Gas Reimbursement (Using Miles Documented by Enterprise)	Mileage Difference (Between Vouchers and Enterprise Documents when Voucher Miles exceeded Enterprise Logs)
7/12/06 to 7/14/06	\$112.14	252	2006 Kia Optima	25	10.08 X 3.18 = \$32.05	202	8.08 X 3.18 = \$25.69	
7/27/06 to 7/29/06	\$113.03	254	2005 Chevrolet Malibu	23	11.04 X 3.18 = \$35.11	355	\$35.11	50
7/18/06 to 7/21/06	\$90.34	203	2006 Pontiac Sunfire	26	7.80 X 3.18 = \$24.80	1,755	\$24.80	N/A
8/23/07 to 8/25/07	\$121.93	274	2006 Mitsubishi Galant	19	14.42 X 3.18 = \$45.86	8	\$45.86	N/A
9/25/07 to 9/29/07	\$397.22	819	2008 Chrysler PT Cruiser	21	39.00 X 3.18 = \$124.02	507	24.14 X 3.18 = \$76.77	312
10/20/07 to 10/26/07	\$412.74	851	2007 Hyundai Elantra	28	30.53 X 3.45 = \$105.33	500	17.86 X 2.92 = \$52.15	351
4/1/08 to 4/5/08	\$251.72	519	2007 Jeep Liberty	17	30.53 X 3.45 = \$105.33	310	18.24 X 3.45 = \$62.93	209
5/27/08 to 5/30/08	\$385.58	795	2008 Pontiac G6	20	39.75 X 3.97 = \$157.81	842	\$157.81	N/A
6/3/08 to 6/7/08	\$361.80	746	2009 Toyota Camry	25	29.84 X 4.24 = \$126.52	553	22.12 X 4.24 = \$93.79	193
6/16/08 to 6/21/08	\$201.28	415	2008 Pontiac G6	20	20.75 X 4.24 = \$87.98	192	9.6 X 4.24 = \$40.71	223
6/23/08 to 6/27/08	\$248.32	512	2009 Mitsubishi Galant	23	22.26 X 4.24 = \$94.38	730	\$94.38	N/A
7/15/08 to 7/19/08	\$392.39	777	2007 Mitsubishi Galant	19	40.89 X 4.24 = \$173.37	2	\$173.37	N/A
8/4/08 to 8/8/08	\$159.58	316	2009 Toyota Camry	25	12.64 X 3.97 = \$50.18	555	\$50.18	N/A
9/18/08 to 8/21/08	\$243.41	482	2008 Nissan Altima	26	18.54 X 3.97 = \$73.60	266	10.23 X 3.97 = \$40.61	216
9/2/08 to 9/5/08	\$195.94	388	2008 Kia Sportage	22	17.84 X 3.97 = \$70.03	162	7.36 X 3.97 = \$29.22	226
9/8/08 to 9/12/08	\$179.78	356	2008 Nissan Altima	26	13.69 X 3.97 = \$54.35	N/A	\$54.35	N/A
9/16/08 to 9/20/08	\$151.00	299	2008 Dodge Nitro	18	16.61 X 3.97 = \$65.94	178	9.89 X 3.97 = \$39.26	121
9/22/08 to 9/27/08	\$239.37	474	2008 Kia Sportage	22	24.31 X 3.97 = \$96.51	126	22.21 X 3.97 = \$88.17	41
9/30/08 to 10/4/08	\$106.56	211	2008 Mitsubishi Endeavor	17	11.11 X 3.97 = \$44.11	307	10.32 X 3.97 = \$40.97	15
10/7/08 to 10/9/08	\$132.31	262	2007 Chrysler Sebring	22	11.91 X 4.24 = \$50.50	83	3.77 X 4.24 = \$15.98	179
10/14/08 to 10/17/08	\$250.48	496	2008 Dodge Caliber	26	19.08 X 4.24 = \$80.90	106	13.81 X 4.24 = \$58.55	54
10/14/08 to 10/17/08	\$139.38	138	2007 Dodge Caliber	26	5.52 X 4.24 = \$23.40	336	8.84 X 4.24 = \$37.48	N/A
11/19/08 to 11/22/08	\$117.16	232	2008 Chevrolet Malibu	25	9.87 X 1.60 = \$15.79	221	9.06 X 1.60 = \$14.50	19
11/19/08 to 11/22/08	\$269.17	533	2008 Dodge Journey	22	24.23 X 1.60 = \$38.77	120	12.64 X 1.60 = \$20.22	255
11/24/08 to 11/26/08	\$349.97	693	2008 Chevrolet Impala	22	26.65 X 1.70 = \$45.31	278	N/A	N/A
12/2/08 to 12/5/08			2008 Dodge Avenger	26		N/A		
Total	\$5,622.60	11,297			\$1,805.36	8,983	\$1,372.86	2,464

Price Difference

Mileage Reimbursement -  
Estimated Gas Price  
Allowance (Voucher) **\$3,817.24**

Mileage Reimbursement -  
Estimated Gas Price  
Allowance (Enterprise) **\$3,899.77**

\*Estimated Gas  
Reimbursement

Mileage/ Avg. MPG	x	Estimated Gas Price per Gallon on those dates using <a href="http://www.illinoisgasprices.com">www.illinoisgasprices.com</a>
=		

Travel Voucher Mileage  
exceeds Enterprise  
Mileage

NOTE: On three occasions  
there were two vehicles  
used on the same rental  
agreement

\*Methodology\*

When two vehicles on the same  
rental agreement have different  
mpgs, the average of the two were  
used to calculate gas price  
estimates.



Pat Quinn, Governor

Grace Hong Duffin, Acting Secretary

100 South Grand Avenue, East • Springfield, Illinois 62762  
401 South Clinton Street • Chicago, Illinois 60607

December 10, 2010

Mr. Ricardo Meza  
Executive Inspector General  
Office of the Executive Inspector General  
For the Agencies of the Illinois Governor  
32 West Randolph Street, Suite 1900  
Chicago, Illinois 60601

RE: OEIG Complaint No: 09-00127

Dear Inspector General Meza:

The Division of Developmental Disabilities is in receipt of the Final Summary Report and supporting evidence for OEIG Case No. 09-00127 wherein Cynthia Joiner, Social Services Program Planner III, fraudulently obtained reimbursement from the State by billing for mileage accrued during work-related travel in a rental vehicle paid for by the State and the falsification of official documents. We agree with your office's recommendation that Cynthia Joiner be discharged for her misconduct. Division management is currently consulting with DHS' Office of Labor Relations and will promptly schedule a pre-disciplinary meeting for Ms. Joiner. Subsequently, she is expected to be placed on suspension pending discharge status.

Additionally, reimbursement is being sought from Cynthia Joiner for mileage payments that were improperly received and has been referred to DHS' Bureau of Payroll for recoupment. Furthermore, Fiscal Services is in the process of strengthening travel protocols and improving system controls to guard against improper payments to employees for mileage accrued in rental vehicles. We will update your office once the disciplinary process has concluded.

Sincerely,

Grace Hong Duffin  
Acting Secretary

Received  
OEIG - Chicago  
DEC 15 PM 12:45

Pat Quinn, Governor



Illinois Department of Human Services

Michelle R.B. Saddler, Secretary

100 South Grand Avenue, East • Springfield, Illinois 62762  
401 South Clinton Street • Chicago, Illinois 60607

January 31, 2011

Mr. Ricardo Meza  
Executive Inspector General  
Office of the Executive Inspector General  
For the Agencies of the Illinois Governor  
32 West Randolph Street, Suite 1900  
Chicago, Illinois 60601

RE: OEIG Complaint No: 09-00127 (Updated)

Dear Inspector General Meza:

This is an updated agency response regarding the discipline imposed against Cynthia Joiner, Social Services Program Planner III. She was found by the OEIG to have: 1) fraudulently obtained reimbursement from the State by billing for mileage accrued during work-related travel in a rental vehicle paid for by the State and 2) falsified official documents.

The Division of Developmental Disabilities agreed with the recommendation that Cynthia Joiner be discharged. Division management held a pre-disciplinary meeting for Ms. Joiner Friday, December 10, 2010. Subsequently, she was placed on administrative leave effective December 13, 2010 and suspended effective January 4, 2011. The Department of Human Services has submitted information to the Illinois Department of Central Management Services (CMS) recommending discharge. The anticipated effective date of discharge is January 31, 2011. As of today, the discharge package remains under review by CMS.

Sincerely,

Michelle R.B. Saddler  
Secretary

Received  
OIG - Chicago  
2011 FEB -3 PM 1:28

Pat Quinn, Governor



Michelle R.B. Saddler, Secretary

100 South Grand Avenue, East • Springfield, Illinois 62762  
401 South Clinton Street • Chicago, Illinois 60607

March 9, 2011

Mr. Ricardo Meza  
Executive Inspector General  
Office of the Executive Inspector General  
For the Agencies of the Illinois Governor  
32 West Randolph Street, Suite 1900  
Chicago, Illinois 60601

RE: OEIG Complaint No: 09-00127

Dear Inspector General Meza:

This follow up letter is regarding your office's request for an updated agency response to OEIG Complaint No. 09-00127. Please be advised that the Department of Central Management Services approved the discharge of Cynthia Joiner. Her last day of employment with DHS was January 31, 2011. AFSCME filed a grievance regarding the discharge and it was scheduled for a hearing on March 7, 2011. We don't anticipate AFSCME being able to overturn the discharge; however, if it should happen we will notify your office. Therefore, DHS considers this matter resolved and respectfully requests that your office close this case.

Sincerely,

Michelle R.B. Saddler  
Secretary

IN THE EXECUTIVE ETHICS COMMISSION  
OF THE STATE OF ILLINOIS

IN RE: CYNTHIA JOINER )

09-00127

RESPONDENT'S SUGGESTIONS FOR REDACTION / PUBLIC RESPONSE

Please check the appropriate line and sign and date below. If no line is checked the Commission will not make your response public if the redacted report is made public.

☒ Below is my public response. Please make this response public if the summary report is also made public; or

☐ Below are my suggestions for redaction. I do not wish for these suggestions to be made public.

I DO NOT CONCUR WITH THE FINDING, (heading to appeal).

Respondent's Signature

Date

10/18/11

Instructions: Please write or type suggestions for redaction or a public response on the lines below. If you prefer, you may attach separate documents to this form. Return this form and any attachments to:

Illinois Executive Ethics Commission  
401 S. Spring Street, Room 513 Wm. Stratton Building  
Springfield, IL 62706

(6)  
PLEASE INCLUDE ALL ~~SIX~~ WRITTEN/TYPED  
REBUTTAL PAGES, FINAL TWO PAGES (5 & 6)  
FROM AFSCME.

THE CHART BY DEIG IS INACCURATE AND THE  
FIGURES SHOULD BE REMOVED, AS WITH THE REPORT.

This case is in litigation pursuant a formal legal appeal filed case until a final resolution is provided as advised.

- I have been investigated by two other depts., (2) other state agencies other than OEIG, for this same offense. Because my actions were determined to be "non-deliberate, an innocent error, unintentional" and due to the fact that management was totally responsible and unjustified in my dismissal, the case is up for appeal. No wrong doings were indicated and no charges were pursued from the other two state investigative agencies. Management admitted during the meetings and in writing that they had never trained me (following my 2005 job move) and that formal travel voucher training on this specific matter did not occur. The written policy was circulated and did not occur until 2009 for this dept., years after my new start. I have had no prior disciplines as my prior record and current job evaluations by the same supervisors (from 2005 forward), were good. I was told that management should have rendered me a warning first, and also a travel credit card, as the State does for most staff traveling over 85% for work related surveying. "The travel process is quite confusing, especially if not explained and when not receiving a written procedure," as stated by the investigators who use the same steps for travel. At no time was I told, nor was I aware that I should use a different procedure or that I was doing anything incorrectly as all forms were pre-approved by the managers. Now managers are recanting their signatures to try to indicate that none of my travel was approved when in fact all of the travel was pre-approved and only two trips/forms were submitted for further background check of the approvals. As OEIG detailed the trips and found that I had been everywhere I was suppose to go, yet they questioned the all approvals instead just the two in question. There was a few occasions when we had to follow-up on the fax for pre-approvals (after the fact – prior to 2009) while out on the visit because the supervisor was unavailable at the time. After following their requests, the same supervisors/managers' (accountable), fail to pin point errors but expected me to find errors. During the 1st mtg., the administrator stated that I had been everywhere I was assigned to visit and had done everything I was told to do. Per OEIG, other non-BQASI, DHS depts.. with the same issue, changed their systems and did not hold any employee responsible for the past mistakes from prior years caused by management's mis-informing staff to take incorrect steps with wrong info. Within the pages of the OEIG report, the authors stated that the problem existed within the system and recommended major changes in the system that took place in late 2009, many years after the prior mistakes of the years before. One of the initial supervisors stated at the meeting in 2011 that he could not recall what he had instructed me to do regarding travel vouchers as he could not remember what happened in 2005 when I transferred to the dept. Yet, the OEIG report states that he denies giving me any instructions on the matter. The fact that he could not remember does not mean that his instructions did not happen. However, at the same meeting the supervisor stated that he did recall having a face-face conversation with employee (L. R.) in his office about the process; when he/supervisor gave the wrong demands as she questioned him on it.
- Mathematically, over the time span, management's approvals cost a few cents per day. The correct figures are approx. 3 cents a day. No one would go through the trouble just to get 3 cents. To place blame on staff and to have a scapegoat, non-union state administrators have added all the cents to make one large untrue amount without proper calculations and considerations. The figures they suggest, did not include the high gas cost over the time period for travel all over the state, at over \$200.00 per month / \$50.00 a week for gas cost on work related surveys. These fees should be added up & deducted. I was unfamiliar, untrained, and did not know this one aspect pertaining to my job, the travel process. All other aspects of my job performances were superb, based on evaluations and the fact that no correction was given by managers who stated that they had no problems with my work.
- The prior neutral party mediator agreed that he would not use the pages of the OEIG report as there was no representation present at the meeting to answer questions about the false report. The authors of the report were temporarily assigned at the time of the report and were no longer available 2011, some two years after the OEIG questionings of 2009. Yet, from all the pages submitted, references continue to be made to this bias, one-sided, and misleading OEIG report with numerous wrong facts and mathematical errors in figures that they/OEIG developed; which did not come from the travel unit with the required considerations.

CONTINUED ....

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(5) Pages = Response:

- I was told that the dept. was being investigated for an issue within the system and that there was no need to tape record the OEIG interview session. All responses used in a report should be recorded. The report only presents management's points and takes the employees quotes out of context consistently or twists the response statements from the employee. Full employee explanations concerning how and why the problem could occur were not included. True employee statements were left out so that the report would be beneficial to management. The employee statements indicated the reason things were done in a certain manner was because it was how and what management told me to do or how to proceed. As a new employee to this area, I did not know what was right or what was wrong to do, - simply following the supervisors' instructions in every instance and circumstance. When called on the carpet, supervisors say that they did not tell me what to do, when in fact they did. How would I know what to do, I'm the new staff to the dept.?
- As a new transfer employee of the dept., and having never used the travel process previously, I received no training in the area of travel during the period in question. All travel was work related and forms completed as instructed by supervisor without intent as I was unaware of travel practices.
- After over 25 years of seniority, I had no prior disciplines and did not receive any warnings or reprimands regarding this matter.
- At the time of questioning, OEIG stated that an issue was noted to be a problem within the system and that there was no need to worry. Biased questions were asked and my full responses were not presented. My answers have been twisted to take the blame for management mistakes as they approved every form and every trip made, at their request. The recent bureau supervisor stated (on 12/10/10 at the 1<sup>st</sup> mtg.) that I had done everything that I was TOLD to do, the basis for the entire case.
- Everything done, I was told to do so. Because an error was noted by a separate dept., three years after the said period in question, the main supervisor is retracting or has amnesia about what I was told to do regarding travel. Nothing was given to me in writing prior to 2009. As I would not know any other way to complete the process, I completed all forms as instructed by the supervisors at the time. Then submitted the same forms to the Chicago and Springfield supervisors for their written signature approval from the verbal approval; prior to receiving any travel payments. As told to do, I printed their name on only 3 forms as instructed to show that they (my supervisor) had given verbal approval then faxed forms to gain signature. This was the only the case because these were rare emergency trips at their request. Supervisors signed in person when available on site. Management did not detect any errors and I was unfamiliar with the travel process to know that there was an error made prior to 2009, as all forms were approved by managers. Per past practices, they would not get signed and be returned for corrections if it was an issue. The referenced Travel Guide was received in late 2009, after the fact. I was not told that I would be held accountable for management errors, they approved everything. There was no account given to the allowable gas reimbursements entitled to employee;- - which would eradicate any said amount of money when considering the cost of gas per gallon at the particular time period (versus 44 cents/mile).
- None of the African American witnesses (L. R. and W. F.) that could verify what I was told to do by the supervisor in 2005 & 2008, (*witnesses on behalf of the employee*) were questioned by OEIG during the investigation. At no time was I able to give a rebuttal to the erroneous OEIG report which was not the truthful facts. Per the union AFSCME, I was railroaded and used as a scapegoat.
- (SEE AFSCME WRITTEN RESPONSE = FINAL TWO PAGES, #5 -&- #6).

Continued . . . .

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## AFSCME &amp; Employee Response - MAIN POINTS &amp; EXPLANATIONS

1. MONEY ENTITLED FOR GAS REIMBURSEMENTS.

ALL MILEAGE WAS APPROVED BY 3-5 SUPERIORS (Chicago.-Springfield) up the latter of command.

-IN THE OEIG REPORT, IT STATES THAT THERE A PROBLEM IN THE SYSTEM AND RECOMMENDED A CHANGE.

Re: The memo from J.T. – Fwd: Re: Travel Voucher for Dec.; No management staff and no one else had held a discussion with me about the process of submitting voucher, - no warning, prior discipline, no corrections, etc. Perhaps it was misunderstood, what was meant by the word "NO".

2. EMAIL Answered within 1 minute w/o much thought. At the top of fax in question page (2) –or- page (3) of the FAX; Management/(J.T.), states that: "SHE" did not notice other issues the FIRST time and that "ONLY IN RECENT DAYS THAT I'VE (SHE/J.T.) RECEIVED ADDITION INFORMATION FROM TRAVEL UNIT REGARDING VOUCHER PROCESSING". Please note the date of the memo, -which means that there was no previous clarity w/ me nor management prior to that date ("2009").

3.. TRAVEL VOUCHER This DECEMBER voucher was revised, per J.T.'s request and instructions. I had already submitted all prior vouchers via interoffice mail (fax) to Springfield and ALL PRIOR VOUCHERS WERE PREVIOUSLY REVIEWED, APPROVED AND SIGNED BY SPRINGFIELD MANAGEMENT, DEPT. SUPERVISOR, BUREAU CHIEF, DIVISION HEAD AND TRAVEL ADMINISTRATORS. I submitted the revised DECEMBER voucher with the late justification sheet.

4. VERIFICATION DOCUMENTS In the OEIG report, one manager states that there was NO travel voucher process nor training for this dept. AT THE TIME OF THE INVESTIGATION.

*I've submitted copies to AFSCME/union rep. V.K., concerning my pro-active follow-up VIA email with Springfield to ensure that they had received the necessary items for MAGT. approval and signature, prior to Springfield Adm. advancing the forms to the travel unit for processing.*

5. INNOCENT ERROR Usually, managers are direct. It appears that the several managers I had were unsure. Managers were unable to recognize, nor identify a problem therefore I did not detect a problem. The penalty is too harsh. From the start, I was not given the opportunity to do better. The state has been my life and I survived this long by following the rules that I was aware of. I was not informed of the process. Please place yourself in my shoes. This is a misunderstanding. For many of the few dates in question, the secretary (responsible for rec. fax in Springfield) was off / on extended sick leave for surgery.

6. WORK HISTORY

Evaluations during this period, all while I was in this dept., (and all while employed with the State), have all been good without any prior warnings, reprimands, nor disciplines until now. Prior to coming to this dept., I used NO Enterprise Rentals and NO vouchers or travel request. Progressive discipline according to the AFSCME contract should have at least been followed, based on my employment record. I have over 25 years of seniority. I should have had an oral warning on the specifics. The AFSCME contract should be honored and followed. This was sincerely an unintentional misunderstanding. There should be no penalty for an honest error that was undetected by the managers who signed and approved all matters without issue. I have never wanted and don't want anything that I'm not entitled to. ALL SUPERVISORS VERBALLY TESTIFIED THAT THIS WAS AN EXCEPTIONAL, GOOD STAFF WHO DID'NT HAVE A CLEAR UNDERSTANDING OF THE TRAVEL UNIT.

CONTINUED . . .

## CASE # 09-00127

MANY YEARS AGO, A TRAINING WAS PLANNED. THAT OCCURRED WHEN (M. D.) WAS SUPERVISOR. HOWEVER, AN EMERGENCY CALL CAME FROM UPPER MANAGEMENT IN SPRINGFIELD, AND MOST OF US WERE TOLD TO STOP AND GO (RETURN) TO THE OFFICE.

\*\*\* MANAGEMENT FAIL: TO TAKE THE NECESSARY STEPS TO INFORM THE EMPLOYEE OF A PROBLEM (WHILE MAKING ALLEGATIONS), THE SAME MANAGEMENT STAFF ARE RESPONSIBLE FOR THE SET-UP AND COVERING UP OF THE ISSUE(S) ONCE THEY BECAME AWARE AND DISCOVERED THAT THERE WAS A MISUNDERSTANDING CONCERNING THE PROCESS AND THE EXPECTATIONS. MEANING THAT, THE EMPLOYEE WAS MADE TO TAKE THE BLAME FOR MANAGEMENT'S FAILURE TO POINT OUT PROBLEMS OR PROVIDE SPECIFIC TRAINING FOR THE ISSUE DURING THE PERIOD INDICATED.

- THE SAME MANAGERS WHO SIGNED THE VOUCHERS FOR PAYMENT, WITHOUT CORRECTIONS;
- THE SAME ADMINISTRATORS ARE PLACING BLAME TO COVER THEIR BUNS AND PRIOR APPROVALS
- UNSURE, IF THESE SAME MANAGER(S) ARE RESPONSIBLE FOR MAKING THE ALLEGATION???

**EVALUATIONS** DURING THE TIME PERIOD 2005-2009, ALL EVALUATIONS WERE GOOD. THERE WAS NOT ANY MENTION OF A CORRECTIVE ACTION WARRANTED WITH REGARD TO ANY ISSUES. SPRINGFIELD HEAD DHS ADMINISTRATORS AND MANAGERS APPROVED AND SIGNED ALL COMPLETED FORMS, FINAL EVALUATIONS, AND ALL TRAVEL VOUCHERS (PRIOR TO PAYMENT) FOR ALL MILEAGE PAYMENTS.

**TRAINING** EMPLOYMENT STARTED WITH THIS DEPARTMENT IN DEC. 2005, OFFICIALLY AS OF JANUARY 2006. NO TRAINING RECEIVED (NONE) IN ANY AREA UPON STARTING OR WORKING WITH THE CURRENT DEPT. EMPLOYEE WAS UNFAMILIAR WITH THE TRAVEL UNIT PROCESS, FORMS, AND ASSUMED COMMON KNOWLEDGE OF THE DIFFERENCES. EMPLOYEE NEVER USED NOR SUBMITTED THESE FORMS DURING PRIOR STATE EMPLOYMENT. NO TRAINING (FORMAL NOR INFORMAL) WAS PROVIDED CONCERNING FORMS OR ANYTHING ELSE DURING THE TIME PERIOD IN QUESTION, IDENTIFIED AS 2006-2008,

**INSTRUCTIONS** APPROXIMATELY A YEAR AGO, MAINLY AFTER THE FACT, FOLLOWING INVESTIGATIONS, JUST RECENTLY AND ONLY THEN HAS THIS AREA/DEPT. RECEIVED DIRECT GUIDANCE/ INSTRUCTIONS RELATED DIRECTLY TO TRAVEL VOUCHERS. THE MATTER WAS SPECIFICALLY PRESENTED TO STAFF (THAT THERE WAS AN ERROR WITH THE TRAVEL VOUCHER SUBMITTED FOR MARCH 2010), IN AN EMAIL OF 4/6/2010; SUBJECT TRAVEL VOUCHER – MARCH. THIS IS AFTER THE INVESTIGATION PROCESS HAD STARTED ABOUT THIS.

**APPROVALS** ADMINISTRATIVE MANAGEMENT IS ACCOUNTABLE FOR FAILING TO RECOGNIZE, CORRECT, DETECT, AND ACKNOWLEDGE ANY TRAVEL VOUCHER ERRORS WITH THE EMPLOYEE DURING 2006-2009. ALL VOUCHERS WERE FORWARDED IN ADVANCE FOR REVIEW AND CORRECTIONS TO SPRINGFIELD MONTHLY VIA FAX (2006 – 2009). THIS IS EVEN BEFORE, PRIOR TO BEING GIVEN TO THE TRAVEL UNIT BY THE SPRFLD. ADMINS. EVERY MONTHLY TRAVEL VOUCHER WAS APPROVED IN ADVANCE (WITH AN AUTHORIZATION SIGNATURE IN THE APPROPRIATE SPOT) BY SPRING-FIELD ADMIN. THEREFORE, (FOR ALL PAYMENTS), MANAGEMENT SIGNED AND WAS AWARE OF ANY POSSIBLE MISTAKES AND SHOULD HAVE MADE THIS KNOWN TO THE EMPLOYEE PRIOR TO MAKING A CASE TO OEIG. ALL WOULD HAVE BEEN CORRECTED. THUS, ALSO ALLOWING AN OPPORTUNITY FOR THE EMPLOYEE TO SUCCEED AND CORRECT ERRORS.

CONTINUED....

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FURTHER APPEAL PROCESS

UNTRAINING  
Cynthia Joiner  
Charge 1: Conduct Unbecoming a State Employee  
Mileage/Gas  
Charge 2: Conduct Unbecoming a State Employee  
Falsification of Documents  
DID NOT -  
OCCUR

Received:

DHS Employee Handbook Section V- Employee Personal Conduct  
DHS Administrative Directive 01.02.03.040 Rules of Conduct  
Investigation Report of OIEG

SUPERVISORS  
NAME PRINTED  
TO INDICATE  
PERSON RESPONSIBLE  
TO SIGN.

Documents Necessary Not Received:

Employee Training File (Specifically signed form indicating Cynthia Joiner had received appropriate training and instruction on the completion Travel Vouchers)  
AFSCMR Master Contract Article XXVIII Section 1: POLICY and Section 5 Training  
Employee Evaluations (Specifically indicating employee is satisfactorily completing the job.)  
AFSCME Master Contract Article XXVII Section 2.

Recommendation of OIEG:

Discharge of Cynthia Joiner and pay back of mileage due, \$5,622.60, less gas \$1,805.36 (noted in footnote 9 pg.7 of OIEG Report 09-00127). The total equaling approximately \$3,817.24.  
DHS strengthen travel protocols.

OVER 3 YRS  
AV. 2.51 per day

AFSCME Local 2258 Argument:

Charge 1:

Cynthia Joiner is a Social Services Program Planner III and employed by the state of Illinois for a period exceeding 26 years. Cynthia was promoted and did her job to the best of her knowledge. Cynthia's evaluations have shown her to be an excellent employee. The Department of Human Services had no training program to ensure the success of Ms. Joiner. No records exist to ensure Ms. Joiner had understood any policies concerning mileage/gas reimbursement. In fact, Ms. Joiner had practiced mileage/gas for a period of approximately 3 years. It is AFSCME Local 2258's position if the error had been recognized sooner corrective measures would have occurred and this investigation would have been unfounded. The Department is partially guilty for this shortfall as indicated in the OIEG recommendations "strengthen travel protocol".

Charge 2:

Cynthia Joiner facilitated state business with the printing of a supervisors name on rental vehicles authorizations. There appears to be a misunderstanding on protocol; however, management was aware MS. Joiner was conducting business yet never questioned her process nor did the recipient of the form question the authenticity. Cynthia Joiner never had any corrective action in regards to protocol. Ms. Joiner had several managers during this timeframe; it was an egregious practice, brought on by management themselves, where by they did not provide the adequate training on rules/regulations.

Form  
faxed  
to  
Spryld for  
signature

AFSCME Local 2258 requests The Department of Human Services investigate; others whom perform the same or similar duties. AFSCME Local 2258 alledge Ms. Joiner was not the sole employee whom made similar or the same errors during the same time period of Ms. Joiner. AFSCME Local 2258 also requests the documents of such investigation. The AFSCME Preamble guards of disparity treatment. All AFSCME employees are entitled to equal treatment. The recommended termination is considered extreme being that Ms. Joiner is solely being held accountable for a faulty system that had allowed these types of errors to occur.

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AFSCME Local 2258 Prays:

The Department of Human Services take into consideration the dedicated Service Ms. Joiner has contributed in the past 26 yrs. of Illinois State Employment. DHS recognize that since her being appropriately trained in procedures no errors have occurred. DHS utilize these occurrences as a tool for growth and corrective actions. Acknowledge the system need be remedied. All employees be retrained on travel policy. The travel/accounting department must need to be re-training on policy and procedures, since; it took the OEIG to find an issue with Ms. Joiner. Ms. Joiner's errors were not willful make obvious the need for clear, easily understood instruction on obtaining a rental car for travel purposes to conduct the duties of her job. These errors have occurred for a period of over three years Ms. Joiner is not solely responsible for errors that had become practice and not recognized.

MAGT  
APPROVAL  
1/2  
responsible

1/2 MAGT  
RESPONSIBILITY  
50/0

ENTITLED TO  
GAS:  
REIMBURSE

Ms. Joiner would agree to pay the differences between mileage/gas to the amount of ~~\$3,817.24~~ in the form of a payment plan. Ms. Joiner will adhere to Ethics Policy regarding travel and all policies relevant to the performance of her job duties.

Do not use Ms. Joiner as the "scapegoat".

~~AFSCME Local #~~ 2258

GRIEVANCE # (371883  
871883

ACTUAL FIGURE  
DETERMINED  
TO BE LESS THAN  
\$2.00 = A WEEK OVER 3 YRS  
PROVEN NO INTENT  
FOR FUNDS AND  
AN ERROR BY  
SUPERVISORS WHO  
APPROVED  
ALL FORMS

I grieve that I have been discharged  
pending judicial verdict without just cause  
in violation of Art IX & all other  
pertinent Art. & sec.

I ask that this action be rescinded and  
that I be made whole for all wages  
& benefits deprived me as a result of  
unwarranted action taken by employer.